

**BEFORE THE BOARD OF COMMISSIONERS
FOR LEWIS COUNTY, WASHINGTON**

IN RE: APPROVING AN INTER-LOCAL AGREEMENT)
BETWEEN LEWIS COUNTY AND THE CITY OF)
CENTRALIA FOR COMPUTER AND SOFTWARE)
MAINTENANCE SERVICES)

RESOLUTION NO. 12 - 330

WHEREAS, the City of Centralia and Lewis County are both political subdivisions of the State of Washington, and desire to enter into an Agreement pursuant to the Inter-local Cooperation Act, RCW Chapter 39.84, to address Computer repair software maintenance services with the City of Centralia; and

WHEREAS, an Inter-local Agreement for provision of computer repair and software maintenance services with the City of Centralia has been prepared between Lewis County and the City of Centralia; and

WHEREAS, the Board of County Commissioners has had an opportunity to review the Inter-local Agreement, attached as "Attachment A"; and

WHEREAS, it appears to be in the best public interest to approve and authorize this Inter-local Agreement with the City of Centralia;

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Lewis County hereby approves of the terms and conditions of the attached Inter-local Agreement between Lewis County and the City of Centralia in the amount of \$38,940, and hereby authorizes the Director of Central Services to sign the same on behalf of the County.

PASSED IN REGULAR SESSION this 29th day of December, 2012.

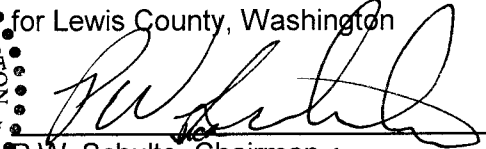
ATTEST:



Clerk of the Board



BOARD OF COMMISSIONERS
for Lewis County, Washington




P.W. Schulte, Chairman




F. Lee Grose, Member **CHAIRMAN**

APPROVED AS TO FORM:

Jonathan Meyer, Prosecuting Attorney



Civil Deputy Prosecuting Attorney



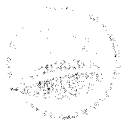
Ron Averill, Member

2. **Fees.** As per attached agreement and exhibit # 1 with a flat fee for 2013 of \$38,940.00. Payment for services shall be made monthly and will be due by the fifteenth working day of the month following the month of service.

Under this agreement, the fees collected shall be deposited into Fund #540 as other governmental revenue.

Recommendation:

- Approve the resolution and agreement with the City of Centralia.



LEWIS COUNTY

2013 Contract Agreement

Normal Hours are Monday-Friday 8am-5pm. After Hours are those times outside of the Normal Hours.

Contract Rates:

- MDC Technical Support w/ VPN's \$45 per month per MDC
- Office Networking Support \$55 per month per pc or laptop or server
- Web/Application Services \$55 hourly \$200 Yearly Hosting
- **Not subject to callout charges.**
- **Not subject to annual administrative fees.**

	Quantity	Monthly Rate
MDC Only	33	\$45
Networked	30	\$55
Servers	2	\$55

Total \$38,940

Billing/Contact Information:

KRISTIE BONAGOFSKY

Billing Contact Person

360.330.7680

Phone Number

360.807.6210

Fax Number

CDR. JIM RICH

Technical Contact Person

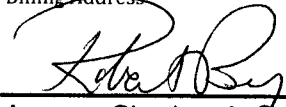
360.330.7680

Phone Number

PO BOX 609

CENTRALIA WA. 98531


Billing Address



Agency Signing Authority

10/10/12

Date


Steve Wohld, IT Manager

10/29/12

Date


Michael Strozyk, CS Director

10/29/12

Date

INTERGOVERNMENTAL AGREEMENT

CITY OF CENTRALIA AND LEWIS COUNTY FOR IT SERVICES

THIS AGREEMENT is made by and entered into between the City of Centralia (hereinafter sometimes referred to as "agency") and Lewis County, both political subdivisions of the State of Washington. This Agreement is entered into pursuant to the Inter-local Cooperation Act, RCW Chapter 39.84. This Agreement is intended to provide for the efficient and economic management and servicing of the respective jurisdiction's Public Safety Information Technology systems on an as requested basis.

WHEREAS it is appropriate that in order to implement such an arrangement an inter-local agreement be executed between the parties setting forth the conditions and terms of that arrangement.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the City of Centralia and Lewis County agree as follows:

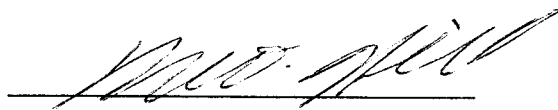
1. **Purpose.** This Inter-local Agreement is intended to provide for the efficient and economic maintenance and repair of the agency's Public Safety Information Technology equipment (computer) and related public safety software and accessories by personnel of the Lewis County Central Services Information Technology Services Division on an as requested basis. This agreement is necessary due to the extremely confidential and sensitive nature of the information accessible by the equipment, which includes non-conviction and other data which may be reviewed only by certain law enforcement and government personnel, including the persons designated by this agreement to maintain and repair the equipment and related software. Additionally, the software is licensed by and used in the Lewis County Communication Center (Central Dispatch) and shared with and used by the agency in the delivery of public safety services.
2. **Means of Joint Undertaking.** No separate legal entity shall be created to implement the terms of this Agreement. The Director of Central Services for Lewis County and the Chief of Police for the City of Centralia shall provide joint oversight to administer this agreement.
3. **Term.** The term of this Contract and the performance thereof shall commence upon signing by both parties and shall terminate on December 31, 2014. This contract may be extended, terminated or renegotiated upon mutual agreement between the parties hereto and pursuant to the terms and conditions of this contract.
4. **Services.** Upon written request signed by an authorized agent of the agency and provided to the Director of Central Services of Lewis County at the address provided below or such other employee of Lewis County or address as designated by the Director of Central Services from time to time, Lewis County agrees to provide the following computer and public safety Software maintenance and repair services to the agency:
 - a. Routine maintenance, including troubleshooting, service, repair, and reprogramming of mobile, CPU and server computers, public safety software and accessories. When practicable, work will be performed at the Information Technology Office currently located at 360 NW North Street, Chehalis, WA 98532

- b. 24-hr per day emergency response as requested and authorized by the agency for emergency troubleshooting and repair of impacted equipment, public safety software and accessories.
 - c. Maintain repair logs and information on status of repairs completed as necessary.
 - d. Information Technology Services shall not be obligated to maintain any equipment other than those items listed in sub-paragraphs (a), (b) and (c) of this paragraph 4 without prior signed, written agreement of the parties. Should the Agency desire additional equipment serviced, repaired, it shall be responsible for the costs of installation, operation, and maintenance of such equipment.
5. **Fees.** The fees charged by Lewis County for services rendered pursuant to this Contract shall be those set forth in Exhibit #1 to this Agreement, which exhibit is incorporated herein by reference. Payments for all services performed shall be due and payable within thirty (30) days of date of invoice.
6. **Assignment and Subcontracting.** No portion of this Contract may be assigned or subcontracted to any other individual, firm or entity without express and prior written approval of Lewis County's Director of Central Services and the Chief of Police for the City of Centralia Department.
7. **Modification.** Either party may request changes in this Contract. Any and all agreed modifications shall be in writing, signed by each of the parties.
8. **Termination for Public Convenience.** City of Centralia Police Department or Lewis County Central Services may terminate this Contract upon 30 days written notice whenever the City of Centralia or Lewis County determines, at either party's sole discretion that such termination is in the interest of the City of Centralia or Lewis County.
9. **Defense and Indemnity Agreement.** Each party shall hold the other, its officials, employees and agents, harmless and shall indemnify the other, its officials, employees and agents, from any and all causes of action, judgments, claims, and damages arising out of its sole and solitary acts or omissions. Without limiting the foregoing, the City of Centralia acknowledges that the City of Centralia is solely responsible for all liability, costs or expenses resulting from its acts or omissions, and that Lewis County's responsibility hereunder is expressly limited to the provision of the services described in paragraph 4 of this Contract.
10. **Venue and Choice of Law.** In the event any litigation should arise concerning the enforcement, breach, construction or interpretation of any of the terms of this Contract, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Lewis. The law of the State of Washington shall govern this Contract for all purposes.
11. **Confidentiality.** The City of Centralia, its employees, subcontractors and their employees shall maintain the confidentiality of all of the information provided by Lewis County or acquired by the City of Centralia in the performance of this Agreement, except as disclosure is expressly permitted by the prior written consent of the Lewis County Prosecuting Attorney or as permitted by any order entered by a court of competent jurisdiction after having acquired jurisdiction over the County. The City of Centralia shall immediately give Lewis County and the Director of Central Services notice of any request or proceeding seeking disclosure of such information. The City of Centralia shall indemnify and hold harmless Lewis County, its officials,

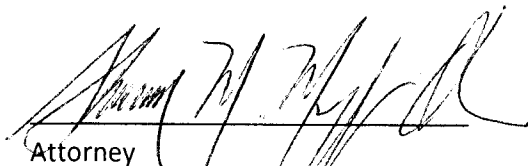
agents or employees from all loss or expense, including but not limited to settlements, judgments, setoffs, attorney's fees and costs resulting from the City's breach of this provision. Lewis County, its employees, subcontractors and their employees shall maintain the confidentiality of all of the information provided by the City of Centralia or acquired by Lewis County in the performance of this Agreement, except as disclosure is expressly permitted by the prior written consent of the City of Centralia Attorney or as permitted by any order entered by a court of competent jurisdiction after having acquired jurisdiction over the County. Lewis County shall immediately give the City of Centralia and the Centralia Police Chief notice of any request or proceeding seeking disclosure of such information. Lewis County shall indemnify and hold harmless the City of Centralia, its officials, agents or employees from all loss or expense, including but not limited to settlements, judgments, setoffs, attorney's fees and costs resulting from Lewis County's breach of this provision.

12. **Severability.** If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect the other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Agreement are declared severable.
13. **Waiver.** Waiver of any breach of condition this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Agreement shall be help to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.
Dispute Resolution. The Parties may mediate any dispute over the interpretation of any terms or conditions under this Contract. Mediation will be made available upon request of either Party. The costs associated with any such mediation shall be shared equally by the Parties.
14. **No Rights Created in Third Parties.** The terms of this Contract are not intended to establish or to create any rights in any persons or entities other than the County, the agency, the respective successors and assigns of each.
15. **Entire Agreement.** This written contract represents the entire Agreement between parties and supersedes any prior statements, discussions or understandings between the parties.

City of Centralia


City Manager


APPROVED TO FORM


Attorney

LEWIS COUNTY CENTRAL SERVICES


Michael A. Strozyk, Director

APPROVED TO FORM


Lewis County Deputy Prosecuting Attorney